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## The Solicitors' Journal.

LONDON, NOVEMBER 12, 1870.

ON THE 1ST OF AUGUST LAST Mr. Ayrton took a vote of £21,450 for laying the foundations of the New Law Courts, and announced at the same time that, subject to the approval of Mr. Street's altered plan by the Royal Commissioners, the work could be put in hand at once. Next day the Commissioners held a final sitting and approved the plan, Lord Hatherley signing it as chairman. More than three months have elapsed since that time, and nothing has been done. After the delay which we have already endured in this matter, we feel that it must be futile to mention the public want of the proposed building (one is afraid to style it the future building) in support of any entreaty for a commencement of operations. But it must be remembered that the interest of the money already sunk in acquiring this site (we will put the figures moderately) exceeds £30,000 a-year, so that some £7,500 is represented by the three months which have slipped by since Mr. Ayrton said all was ready to begin. Now, as the Government attempted to change the site, and have actually changed the plans, on the score of pounds, shillings, and pence, they may be amenable to the consideration that some £800,000 in capital is being allowed to lie unproductive.

THE JUDGES HAVE MET more than once since the commencement of term to consider the rules to be made under the new Jury Act, and it is understood that they have agreed, though not without difficulty or difference of opinion, to certain resolutions, which some of the judges are now engaged in throwing into the form of rules. In the meantime several of the judges have taken opportunities of protesting against the practice which has become so frequent of late, of passing skeleton Acts of Parliament, and leaving to the judges the task of filling up the details. Whatever be the merits of this plan, and considering the defects of our legislative machinery, which is quite inadequate to settle details, there certainly are some merits in it; yet one thing is clear, and that is that the judges ought to have full powers. In the present instance their difficulties are caused to a great extent by their not having power to make the Consolidated Fund or any other fund a banking fund, so as to provide in the first instance the money for payment of the jurors. It is a practical impossibility to pay by the day all the jurymen who attend, and to make the parties to the causes pay their proper proportion of the expense exactly without either leaving a surplus or a deficiency. The only thing possible in practice is to make the parties pay such fees as it may be calculated will on the average cover the expense, and then let the surplus or deficiency from each sittings or assizes be paid to or by some public fund. The word deposit used in the Act of course conveys the idea of a return to the party depositing of such part of the deposit as is not ultimately required. If, therefore, at the late sittings the sums paid to the jurors did not amount to as much as

the total of the sums of £3 received from the parties, we presume each party will be entitled, at some time or other, to his share of the surplus, which would be perhaps a few shillings. The inconvenience of this, however, will be almost greater than the benefit. We hope, however, that the rules to be published will attempt to deal with the difficulties a little more than the temporary rule does, for to make every plaintiff on entering a cause pay £3 for the jury is scarcely to apportion the expense as fairly as it might be done. Of course some part of the expense of the jury coming ought to be paid by the parties to a cause which is only entered and afterwards withdrawn before trial; but still they ought not to pay as much as the parties in a cause which takes three or four days. The best plan would seem to be to increase by some fixed amounts the respective fees hitherto paid to the associate on entering a cause, on the trial of a cause, and on the second and other days, when the trial lasts more than one day. Thus the expense would be much more fairly apportioned. As regards the special jury causes, and especially at the assizes, the difficulty of making satisfactory rules is perhaps even greater than it is as to common juries. How are the special jurors, who attend at the assize town perhaps for several days to be paid, when only one special jury cause is entered? If the judge were to insist on finishing the common jury cases before taking the special jury, the expense might become enormous.

A QUESTION OF CONSIDERABLE INTEREST to the profession is—what is the meaning of the word "agent" in the 60th section of the new Stamp Act? That section imposes a heavy penalty upon any person who ("not being a serjeant-at-law, barrister, or a duly certificated attorney, solicitor, proctor, notary public, writer to the signet, agent, procurator, conveyancer, special pleader, or draftsman in equity") draws for gain any instrument relating to real or personal estate or any legal proceedings subject to certain exceptions. If the word "agent" is to be construed to include land agents, house agents, financial agents, commission agents, and the like, it is more than useless, for it by implication authorises them to do, what they are certainly not authorised to do before. But this can scarcely be the true construction. On the principle, *noscirur a sociis*—that the meaning of a word in an Act of Parliament must be gathered from the context—the word agent includes only law agents. But further than this, if we turn to sections 63 and 64 of the Stamp Act we find the word "agent" again employed under circumstances which show that it means a Scotch law agent, who is required to take out a certificate to practise. In short the term "agent" in section 60 would seem to include only Scotch law agents, and the words "duly certificated" to apply not only to attorneys, but to the other practitioners mentioned in the exception.

A PAPER READ BY MR. DANIEL, Q.C., Judge of the Bradford County Court, before the Jurisprudence Department of the Social Science Association, upon the subject of Tribunals of Commerce, has been printed in the form of a pamphlet. Mr. Daniel professes to treat the subject practically, and with reference to anticipated reforms in our existing system of judicature. After giving the arguments and views of those who desire to establish special tribunals of commerce, and also some accounts of the tribunals in France and Belgium—all which information is stated to be principally derived from Parliamentary papers—the author states his own conclusion, that local district courts should be established with unlimited jurisdiction in matters of commerce, but that these courts should be presided over by judges selected from the legal profession alone and not from commercial men, as is the case abroad. In fact, Mr. Daniel's proposition comes to this: give the county courts unlimited jurisdiction, take care to select only judges duly qualified by learning and experience, and pay them proportionately. We agree with this to a cer-

tain extent; that is to say, if these courts are to have unlimited jurisdiction, or even to keep the extended jurisdiction they now have, more care should be taken in the selection of the judges than is usual at present (Mr. Daniel's appointment being a somewhat better one than usual), and the salaries should be such as to make the appointment worth the acceptance of men of high standing in the profession. We do not, however, quite follow the argument in favour of making the courts local, and we do not see why the reforms of procedure from which Mr. Daniel anticipates so much should not remove the principal objections now entertained to the superior courts as tribunals of commerce.

Probably, however, Mr. Daniel would say, as to any opposition on our part, the same thing that he says as to the opposition of the Incorporated Law Society, that it is to be compared with the opposition of the hand-loom weaver to the power-loom and of the farm labourer to the thrashing machine. Mr. Daniel admits that such opposition is natural, if not morally right, and that it may be actuated by a sincere belief that the proposed change is not for the public good as well as by the feeling that it is injurious to the individual, yet he would evidently treat any such opposition as valueless. This may be so to a considerable extent, but may not the same thing be said as to the views which are entertained, we believe with perfect unanimity, by all county court judges, in favour of extending their own jurisdiction and increasing proportionately their dignity, importance, and pay?

#### OF THE CRIME OF MAINTENANCE.

Maintenance in general, of which champerty is a species, signifies an unlawful taking in hand or upholding of quarrels or sides, to the disturbance or hindrance of common right (Bac. Ab. tit. "Maintenance"). The offence seems to consist as well in the officious intermeddling in suits, as described by Blackstone (iv., p. 135) as in assisting another person to assert his pretensions to lands, or holding them for him by force or subtlety, or stirring up quarrels in the country in relation to matters wherein one is in no way concerned. Maintenance, according to Coke, is where a man maintains a suit or quarrel to the disturbance or hindrance of right; and therefore it will be maintenance in anyone who unlawfully sustains or supports a plaintiff or defendant in a cause pending in suit, either by word, writing, countenance, or deed (2 Inst. 208). The offence was almost too concisely defined by Lord Loughborough, C., in *Wallis v. Duke of Portland* (3 Ves. 502) as an engagement between two parties, to the injury and oppression of a third. The several statutes enacted in affirmance of the common law (*Doe v. Evans*, 1 C. B. 717), for the suppression of this offence, down to the 32 Hen. 8, c. 9, entitled "The Bill of Bracery and Buying of Titles," impose penalties on particular species of the offence, and show with what detestation the offence was regarded by the Legislature, whose object probably was to protect the people as well from the results of the judicial corruption said to have been so prevalent in those times, as from the interference of the aristocracy in the disputes of their retainers with the common people. "Bracery" mentioned in the statute of Henry 8, referred to above, was a species of this offence, and consisted in giving money to a juror empanelled to induce him to give his verdict for one or other of the parties to the action.

The student of constitutional history will infer from the detestation with which the offence was regarded in former times how uncertain must have been the administration of justice. There could be no better evidence, if evidence were wanting, that the state of society has improved in this respect, than the fact that the criminal law as to maintenance has become in a great measure obsolete. Even in the early days, when it was in full force, it seems to have admitted a multitude of exceptions, and the section in Comyn's Digest headed "What shall not be maintenance" is not much shorter than that in

which maintenance according to the statutes is defined. The gradual restriction of the definition of the offence was traced by Mr. Justice Buller in *Master v. Miller* (4 T. R. 340). At one time, says that learned judge, not only he who laid out money to assist another in his cause, but he that by his friendship or interest saved him an expense which he would otherwise be put to was held guilty of maintenance. Nay, if he officiously gave evidence, it was maintenance; so that he must have had a subpoena, or suppress the truth. A variety of exceptions, he goes on to say, were admitted, and, amongst other things, it was held that, if a person has any interest in the thing in dispute, though in contingency, he may lawfully maintain an action on it. The singular rule at common-law that a *chose in action* cannot be assigned or granted over to another was the result of the universal dread of the bugbear maintenance. Courts of equity, however, are said from the earliest times to have thought this doctrine too absurd for them to adopt.

The offence is not confined to supporting suits at common law, but extends to suits of every kind (*Wallis v. Duke of Portland*, *sup.*): Maintenance in *pais*, defined above as an engagement between two parties to the injury and oppression of a third, is punishable by indictment. Courts of equity discourage and relieve against contracts which savour of maintenance, although they may not amount strictly in point of law to maintenance, so as to constitute a punishable offence (*Reynell v. Sprye*, 1 D. M. G. 660); and where it becomes apparent that the plaintiff is suing by virtue of a title derived under a contract which amounts to maintenance, it is the duty of the Court to dismiss the bill (*Hilton v. Woods*, 15 W. R. 1105, L. R. 4 Eq. 432).

One of the commonest forms of the offence is where a person undertakes the establishment of a claimant's rights on the terms of guaranteeing the necessary expenditure and having part of the property to be recovered (*Reynell v. Sprye*, *sup.*). In *Harrington v. Long* (2 My. & K. 590) the Master of the Rolls thought that an indemnity against all costs to be incurred in the prosecution of a suit amounted to maintenance. Other cases to the same effect both at law and in equity will be found among the cases cited in *Hilton v. Woods* (*sup.*).

The recent case of *Elborough v. Ayres* (18 W. R. 913, L. R. 10 Eq. 367.) leads us to consider in particular one branch of this subject, namely, in what cases a master may lawfully maintain litigation by his servant. The circumstances which gave rise to the suit were as follows:—One of the shareholders of a public company prosecuted the secretary for the offence of publishing, in his capacity of secretary, a false balance-sheet. The secretary was acquitted of the charge, and the directors thereupon passed a resolution, empowering the secretary to instruct the company's solicitor to take such proceedings as he might be advised with reference to the prosecution, at the company's expense. The result was that the company maintained the secretary in an action for malicious prosecution against the shareholder in question, and the secretary recovered £50 damages. The shareholder thereupon filed the bill in the suit of *Elborough v. Ayres*, charging that the directors had illegally maintained the action, and praying that secretary might be restrained from proceeding with the taxation of the bill of costs, and for consequential relief. The question in the suit which it is material for us to consider was, whether the illegal resolution of the directors—if it was illegal—amounted at common law to the offence of maintenance. Upon this question it was, unfortunately for us, not necessary for the Vice-Chancellor to express an opinion. It is laid down in *Viner* (Ab. tit. "Maintenance" K.) that the master may maintain the quarrel of his servant; may give money for him, if any of his salary be in his hands (though it shall be intended [*ibid*, note], if he give money for him, that he gives it out of his salary), or, as it seems, for fear of losing his services. But, as the Vice-Chancellor observed (L. R. 10 Eq. 370), there is no

case given in Viner's Abridgment showing that maintenance by the master is unlawful, where the act of the servant in respect of which the action was brought was a ministerial act—i.e., something done by him in, or arising out of, his character of a servant. The publication of the balance sheet, which was the *origo mali* in this instance, was undoubtedly a ministerial act, and the object of the directors in maintaining their servant's lawsuit was probably to rehabilitate their own characters, no less than the character of their secretary. Comyn (Dig. tit. "Maintenance" A.) expressly says that if a master fee counsel at the bar, or speak in his own name for his servant, it is maintenance; but this must surely be intended of the servant's own quarrel, and be directed against the practice of great men maintaining their retainers in their quarrels, to the oppression of those of their own rank, but less fortunate in their supporters, with whom they quarrelled. In *Wallis v. Duke of Portland* (sup.), Lord Loughborough, C., said that maintenance was justifiable from the privy of the parties in estate, or their connection as master and servant. *Elborough v. Ayres* seems to us to have been just this case. Comyn is speaking of the servant's private quarrel; and Viner is an authority for saying that the master may lawfully maintain such a quarrel, where he has the servant's salary in his hand—i.e., where he does it at the servant's expense, or where he does it from fear of losing his servant's services. But for a master to take up his servant's cause for something to which he has been exposed to in his master's service is an every day occurrence, and cannot be maintenance. The distinction is between the servants' private quarrels and the quarrels he engages in in his character of servant to a particular master. When the master takes part in such a quarrel that is not a quarrel in relation to matters wherein one is in no way concerned. The latter words are of the essence of the definition. We regard the case as one in which, according to Lord Loughborough, maintenance was justifiable by reason of the connection of the parties as master and servant.

#### THE EXCEPTIONS TO THE RULE "HEARSAY IS NOT EVIDENCE."

Having, in a previous article (14 S. J. 831), discussed the general rule "hearsay is not evidence," and indicated the reasons for and against that rule, we propose in the following remarks to treat of some of the leading exceptions, i.e., of cases in which hearsay is admitted. We shall, in deference to custom, employ the term hearsay, although, as we explained before, second-hand or derivative evidence is the more correct expression.

We must, in the first place, call attention to the fact that sometimes what is apparently hearsay or derivative is in reality original evidence. This occurs under four circumstances—(1) evidence of what a witness said on a former occasion used to contradict or corroborate him is not hearsay, but original evidence; (2) when a statement is part of the *res gestæ*, evidence of that statement is original and not hearsay; (3) evidence of general reputation, general character, and general notoriety, is treated as original evidence; (4) wherever the bodily or mental feelings of an individual have to be proved, evidence of his expressions as to those feelings made at the time in question is original evidence, and not hearsay. It will be noticed that in the first two cases it is not the statement itself that influences the Court, but the fact that the statement was made; whether the statement be true or false is generally quite beside the question. The third case is giving a kind of legal sanction to the theory that what everybody says must be true. Space will not permit of our dealing with this branch of the subject as exhaustively as we could wish. We must take up at once the immediate object of these remarks—the exceptions to the rule "hearsay is not evidence." The first is thus given in Powell on Evidence (3rd ed. p. 123) "in matters of public or general interest,

popular reputation or opinion, or the declarations of deceased witnesses of competent knowledge, if made *ante litem motam* (i.e., before the litigated point has become the subject of controversy) and without reasonable suspicion of undue partiality or collusion, will be received as competent and credible evidence." It will be seen, then, that it is not every statement made by a person not before the Court that is admissible. The conditions of admissibility are—(1) the declarant must be dead; (2) he must have been of competent knowledge; (3) the declaration must have been made *ante litem motam*; and (4) there must be no suspicion of undue partiality or collusion. The first must be proved strictly; the second and fourth will be presumed, but may be disproved; and the third reduces itself into a question of dates. The declaration need not be verbal, it may be in writing and may take the form of a map or plan. But a written declaration must be produced from proper custody. This point was brought out in *Hammond v. Broadstreet* (10 Exch. 390). There a map of Suffolk was produced to show the boundary line between Norfolk and Suffolk. It was produced by a county magistrate, who had purchased it fourteen years previously. This was not considered proper custody, so as to raise a presumption of the genuineness of the map. The map, however, was ruled inadmissible on another ground, viz., that it was re-published with additions and corrections by the sons of J. K. from a map published many years before by J. K. who had then taken a survey of the county of Suffolk, but there was no evidence of competent knowledge or connection with the county on the part of the sons. It would appear that a copy of the original map by J. K., if produced from proper custody, e.g., that of the sons, would have been admissible evidence. The reason usually given for hearsay being admissible in matters of public and not in matters of private interest, is that in the former case, from there being so many persons concerned, an untrue statement, if made, would be in all probability contradicted; but this reason does not appear a very strong one.

A second exception to the rule "hearsay is not evidence" may thus be given—"the statements of deceased persons, who were connected by blood or marriage with the family in question, are admissible in cases of disputed pedigree." This exception is based upon the practical impossibility of excluding such evidence except at the cost of rendering various matters of pedigree incapable of proof under certain circumstances before a legal tribunal. Lord Erskine says in *Vowles v. Young* (13 Ves. 141), that "the law resorts to hearsay of relations on the principle of interest in the person from whom the descent is to be made out." If this is the correct principle in the case of verbal statements it clearly is not in the case of all written statements, because entries in family Bibles and the like are admitted without proof of the handwriting or authorship. "To require evidence of the handwriting or authorship of the entries," said Baron Martin in *Hubbard v. Lees* (L. R. 1 Exch. 258), "is to mistake the distinctive character of the evidence. It derives its weight not from the fact that the entries are made by any particular person, but that being in that place they are to be taken as assented to by those in whose custody the book has been." These words show that these written statements of matters of pedigree must be produced from proper custody. In *Hubbard v. Lees*, the statements were written in the fly-leaf of a Testament. This Testament was produced at the trial by a witness who was the niece of F. W., to whom the father, F. W., had given it. F. W. was a granddaughter of the common ancestor C. L., and had received the book from her father. "It was therefore," said Baron Martin, "a family Bible, and the witness was its proper custodian." The general reputation of a family proved by a surviving member of it, correspondence between relatives, recitals in deeds, descriptions in wills, charts of pedigree made or adopted by a member of the family, are other kinds of proof admissible under this exception. Family



conduct as well as family statements are admissible evidence of pedigree under this exception. When the Berkeley Peerage case came before the Committee of Privileges of the House of Lords, the judges were called upon to answer certain questions propounded to them. In delivering his opinion, Chief Justice Mansfield said "if the father be proved to have brought up the party as his legitimate son, this is sufficient evidence of legitimacy until impeached, and indeed it amounts to a daily assertion that the son is legitimate." As a condition precedent to the admission of evidence under this exception, the relationship by blood or marriage to the family of the person whose statements or conduct is to be given in evidence, must be proved. Therefore, the statements of illegitimate relations, of confidential servants and of friends of the family are alike inadmissible. Now, confidential servants and intimate friends are very often far better acquainted with the births, deaths, and marriages of members of a particular household than a distant relative would be. They are admissible witnesses to prove these matters during their life, why should not their statements be admissible after their death? On this point the rule of the Indian Law is preferable to our own (see Act II. of 1855, s. 47). By it the declaration of illegitimate relatives, and of persons, who, though not related to the family, were intimately acquainted with its members and state are placed on the same footing as those of legitimate relations.

A third important exception is, that the statements, whether written or oral, of deceased persons against their own pecuniary or proprietary interest, are admissible against the whole world, not only to prove the fact stated, but collateral circumstances. This exception is based upon the presumption that where he would be a loser by so doing, no man would make a false statement. Although this presumption may be generally well-founded, still it is not an infallible guide. Cases may well occur in which it may be to a man's advantage to make a false statement against his pecuniary interest, e.g., a steward whose accounts have got wrong may, in order to conceal the fact from his employer, charge himself with money which he has never received. But the person who made the statement must be dead before the statement can be admitted. This, according to some, is an additional security against fraud. An attempt was once made to induce a Court to admit such a statement in the lifetime of the maker, when he had absconded to avoid a criminal prosecution, and had gone to America, but it was unsuccessful. In India the rule is different; there any entry or statement, which would be admissible after the death of the person who made it, as being against his interest, or made in the ordinary course of business, is admissible in his lifetime under three circumstances—(1) if he has become insane; (2) if he is at the time of the trial *bonâ fide* and permanently beyond the reach of the process of the Court; (3) if after diligent search he cannot be found. Here again the Indian rule seems preferable, for no reason can be adduced for admitting a statement after the death of the maker which cannot be adduced for admitting it under one of the three circumstances mentioned in his lifetime.

A fourth exception is closely allied to the third. It is this—declarations made by a person strictly in the course of his trade or professional duty, and without any apparent interest to misrepresent the truth, are, if contemporaneous, admissible after his death as evidence of the facts declared, but not of surrounding circumstances. That declarations against interest should be admissible to prove surrounding circumstances, but declarations in the course of duty should not, is a distinction for which it is hard to find a reason. It may be supposed that the authors of the distinction considered that the former was a more reliable species of proof than the latter; but this is on the face of it absurd: either declarations in the course of duty are a reliable kind of proof or they are not. In the latter case they ought not to be admitted at all;

in the former they ought to be legal proof of what they are natural proof—viz., of the collateral circumstances connected with the fact declared. We have now discussed some of the leading exceptions to the rule "hearsay is not evidence," but of space will not admit of our discussing the rest at present.

## RECENT DECISIONS.

### EQUITY.

#### SPECIFIC PERFORMANCE—DOUBTFUL TITLE.

*Mullings v. Trinder*, M.R., 18 W. R. 1186.

The Master of the Rolls' observations in this case have a tendency to unsettle the rule that in determining whether a title is doubtful or not, in a vendor's suit for specific performance, the Court will not have regard to its own opinion only, but will take into account what the opinions of other competent persons may be (*Pyrke v. Waddingham*, 10 Ha. 1). This rule, according to Sir George Turner, is deducible from the cases, e.g., *Marlow v. Smith*, 2 P. Wms. 128, and *Price v. Strange*, 6 Mad. 159.

That the Court should take into account what the opinion of other competent persons may be, is a consequence of the settled rule that the Court will not force a person to take a title which may expose him to litigation or hazard. It is not necessary that a competent person should have expressed an opinion adverse to the title on a point of law, but only that the law should be so far uncertain, that a competent person might form such an opinion. And until the law is so improved, that a man who has given his life to the profession may be able to give a certain opinion upon any question (11 W. R. 1187) doctors will disagree, and who shall decide? The Court is tender in deciding doubtful points of law against a purchaser who may, if forced to take the title, be afterwards obliged to litigate it in another court with an adverse claimant, against whom the former decision can only be used as a precedent, which the other Court need not follow (Sugd. Vend. & Pur. 387). To force a title on a purchaser, in the opinion of Sir R. T. Kindersley, the opinion of the Court must be so clear that it does not apprehend that another judge would form a contrary opinion (*Rogers v. Waterhouse*, 4 Dr. 329).

The rule that the Court will not compel a purchaser to take a doubtful title is at least as old as Sir Joseph Jekyl's time (*Sloper v. Fish*, 2 V. & B. 149), and whether a title is doubtful or not depends, as we have seen, not only upon what the opinion of the judge is, but what that of other competent persons, or, in the words of Sir R. T. Kindersley, another judge, may be, i.e., what the judge thinks their opinions may be. In practice, therefore, the judge acts on his own judgment in each case (*Stapylton v. Scott*, 16 Ves. 274). In coming to a decision, the Court will consider that a refusal of specific performance, on the ground of doubtful title, renders the estate unmarketable, it being the practice of the Court of Appeal never to force a title on a purchaser where the Court below has expressed a doubt; whereas if he decides in favour of the vendor, and is wrong, the Court of Appeal can set him right. This was the *ratio decidendi* in *Hamilton v. Buckmaster* (V.C.W. 15 W. R. 149,) where a conveyancer of the court had advised adversely to the title.

In *Mullings v. Trinder* the question, one of construction, was the same as in *Pyrke v. Waddingham*. Both suits, in fact, originated from sales of estates comprised in the same devise. Sir George Turner, fifteen years ago, held the question of construction to be one which rendered the title too doubtful to be forced on the purchaser; Lord Romilly held that the question involved no such doubt as to justify him in refusing specific performance. The lapse of years may have rendered the title more secure in the interval; still the case is

one of difference of judicial opinion, and no more. We do not gather that Lord Romilly impeached the authority of Sir George Turner's dictum as to the weight to be attributed to the possible opinion of other competent persons, but merely that his Lordship takes a stricter view of the duty of a judge to act on his own opinion exclusively than Sir George Turner. His Lordship's view as to this is summed up in *Wrigley v. Sykes* (21 Beav. 337), where the Master of the Rolls is reported to have said that if the Court is of opinion that the title at law is clear it is bound so to decide, and it cannot speculate upon the question whether any other Court would come to an opposite conclusion. This, according to Lord St. Leonards (*Vend. & Pur.* 388), seems hardly the true rule. At all events it does not err on the side of tenderness towards the purchaser.

#### COMMON LAW.

NEUTRALITY—FOREIGN ENLISTMENT ACT (59 GEO. 3, c. 69), s. 7.

*The Salvador, P.C.*, 18 W. R. 1054.

The statute upon which this case was decided (59 Geo. 3, c. 69), was repealed last session by the Foreign Enlistment Act, 1870 (33 & 34 Vict. c. 90), and the case, therefore, loses some of the importance it might otherwise have had. The decision may, however, be regarded as to some extent an authority upon the new statute, and on that account we now notice it. The *Salvador* was intended to be used as a transport or store-ship for the purpose of conveying from the Bahamas to the insurgents at Cuba men and war material, and in this way to do the duty of a transport ship, and so to inflict injury upon the Spanish Government who were the lawful authority at Cuba. The first question was whether there was sufficient evidence of equipping, furnishing, &c., the vessel so as to bring it within the words of the statute. There was but little doubt that there was ample evidence, and the Court so decided. It is not unlikely that even this part of the decision may hereafter be referred to as an authority under the new statute, although the two Acts differ much in their wording.

The second point in the case affects the construction of the new statute more closely. 59 Geo. 3, c. 69, s. 7, forbade the equipping, fitting out, &c., of a vessel to be employed in the service of any "foreign prince, state, or potentate, or of any foreign colony, province, or part of any province or people, or of any person or persons exercising or assuming to exercise any powers of government in or over any foreign state, colony, province, or part of any province or people, as a transport or store-ship" against any state, &c., with which his Majesty is not at war. The new statute forbids (although in words differing much from the older Act) the equipping, &c., of vessels with intent that the same shall be "employed in the military or naval service of any foreign state at war with any friendly state." In the interpretation clause, section 30, "foreign state" is to include "any foreign prince, colony, province, or part of any province or people, or any person or persons exercising or assuming to exercise the powers of government, in or over any foreign country, colony, province, or part of any province or people." Thus almost exactly following the wording of section 7 of the old Act. A decision, therefore, on this part of section 7 would be an authority on section 30 of the new Act.

Lord Cairns, in delivering the judgment of the Judicial Committee of the Privy Council said, in explanation of these words, "This part of the section is in the alternative. The ship may be employed in the service of a foreign prince, state or potentate, or foreign state, colony, province or part of any province or people; that is to say, if you find any consolidated body in the foreign state, whether the potentate who has the absolute dominion, or the government or a part of the province or of the people, or the whole of the province or the people acting for themselves, that is sufficient. But by

way of alternative it is suggested that there may be a case where although you cannot say that the province or people are employing the ship, there yet may be some person or persons who may be exercising or assuming to exercise powers of government in the foreign colony, or state, drawing the whole of the material aid for the hostile proceedings from abroad; and, therefore, by way of alternative it is stated to be sufficient if you find the ship prepared or acting in the service of any persons exercising or assuming to exercise any powers of government in or over any foreign state, colony, province, or part of any province or people; but that alternative need not be resorted to if you find the ship is fitted out and armed for the purpose, of being employed in the service of any foreign state or people, or part of any province or people." This explanation seems now to apply to the definition in the new Act as it applies to section 7. It may be noticed that the real difficulty in the *Salvador* appears to have had its foundation in a point of pleading (see 18 W. R. 1056 note).

#### CONFESSION OF PLEA—RELEASE SUBJECT TO CONDITION SUBSEQUENT.

*Newington v. Levi, C.P.*, 18 W. R. 1198.

Rule 23 of T. T. 1853, provides that "when a plea is pleaded with an allegation that the matter of defence arose after the last pleading, the plaintiff shall be at liberty to confess such plea, and shall be entitled to the costs of the cause up to the time of pleading such plea." Until this case it seems never to have been decided what was the effect of confessing a plea under this rule. Does such confession operate merely as a *nolle prosequi*, and leave the plaintiff free to commence another action for the same cause, or does it put an end altogether to the plaintiff's right of action? This case decides that the effect of a confession is "that the defendant is entitled upon such confession to a final judgment; that he go without day; that the effect is not that of a mere *nolle prosequi*; and that the plaintiff cannot afterwards assert in a fresh action any claim which he might have set up in the action which he has bartered away."

*Newington v. Levi* also decides a second point about which there was considerable doubt, viz., that a release subject to a condition subsequent is a valid release, and operates as such until the condition subsequent, upon which it is dependent, takes effect. The release is then avoided altogether, and the debt or right of action thereupon revives. The objection to thus holding was a very technical one, but at the same time not without force. It is clear that a right of action cannot be suspended except by the giving of a negotiable instrument. "If a right of action is once suspended by the voluntary act of the party entitled to it, it is for ever gone and discharged" (see *Ford v. Beach*, 11 Q. B. 852). It was argued that a release subject to a condition subsequent was nothing more than a suspension of the right of action until the condition was fulfilled. The case was, however, distinguished from that of a mere suspension of a right of action "as the release will be for ever operative unless subsequently avoided. The distinction is fine, but it is supported by analogy, and gives effect to the clear intention of the parties."

#### CAUSE OF ACTION—SERVICE OF WRIT OUT OF JURISDICTION—COMMON LAW PROCEDURE ACT, 1852, ss. 18, 19.

*Jackson v. Spittal, C.P.*, 18 W. R. 1162.

This case involved a consideration of the jurisdiction of the Courts over persons resident abroad, of the meaning of sections 18 and 19 of the Common Law Procedure Act, 1852, and of the conflicting decisions upon those sections. The case is, in the words of the judgment, one of the greatest importance for mercantile interests. Sections 18 and 19 of the Common Law Procedure Act,

1852, authorise a plaintiff to sue persons resident abroad, if there is "a cause of action which arose within the jurisdiction, or in respect of the breach of a contract made within the jurisdiction." The latter half of the sentence is clear. If a contract is made within the jurisdiction, there is no difficulty. There has, however, been a conflict of authority as to the meaning of "cause of action which arose within the jurisdiction." In some cases it was held that this meant the whole cause of action, and that if a contract were made abroad, and broken in England, the case did not fall within the sections. Other cases again decide the contrary, as, for instance, in *Fife v. Bond* (6 W. R. 282), where a promissory note was made in France payable in London, and dishonoured in London. It was held that the cause of action arose within the jurisdiction.

The judgment in *Jackson v. Spittal* was a considered one, and it reviews all the decisions upon these sections. The conclusion of the Court is in accordance with the principle of *Fife v. Bond*, and the other cases to the same effect, viz., that the cause of action "is the act on the part of the defendant which gives the plaintiff his cause of complaint." On this principle it was therefore held that where a contract was made in the Isle of Man, and broken in England, that the case fell within section 18. This decision is of great practical importance, and it settles a question about what there was until now the greatest doubt. Although, of course, the other Courts are not technically bound to follow the decision of a Court of only co-ordinate jurisdiction, it is nevertheless most probable that this construction of the section will be adopted by the other Courts. The construction is the most reasonable reading of the words, and will undoubtedly be the most convenient in practice. *Jackson v. Spittal* also decides, as a point of practice, that a defendant served with a writ or notice, under sections 18 and 19, may apply for a stay of proceedings, on the ground that the cause of action is not within the jurisdiction, without waiting for the plaintiff to make the application required by the sections for leave to proceed.

#### NEGLIGENCE—IMPLIED CONTRACT—STAND ON RACE COURSE.

*Francis v. Cockerell*, Ex. Ch., 18 W. R. 1205.

The Exchequer Chamber have affirmed the decision of the Court of Queen's Bench in this case, by which it was held that the defendant, who, with others, caused a stand to be built on a race-course and received money for its use for the purposes of the race, was liable for a defect in the construction of the stand which caused damage to the plaintiff, although this defect was occasioned solely by the negligence of the contractor who erected it, although the contractor was competent to do such work, and the defendant was not himself guilty personally of any negligence. This decision supplies an omission that was left by *Readhead v. Midland Railway Company* (17 W. R. 737), which decided that carriers were not liable for the consequences of an accident caused by a latent defect in a carriage which could not have been discovered by ordinary care. The carriage in that case was not shown to have been negligently made, and the judgments do not decide what would have been the legal consequence if the carriage had been made by a competent contractor but, in fact, negligently, and if the defendants had used the carriage without any negligence, and the accident had then happened in consequence of the contractor's negligence. *Francis v. Cockerell* now decides that the defendants would be liable in the same way as if they had themselves manufactured the carriage. The advantage of this decision is that the person injured is supplied with a remedy which would not exist if the decision had been the other way. The plaintiff in *Francis v. Cockerell* could not have successfully sued the contractor because there was no contract between them, and the contractor was not under any duty towards the plaintiff. The plaintiff was, how-

ever, held entitled to sue the defendants who employed the contractor, and they, it would seem, could not fail to have an action against the contractor to recover for the loss which the plaintiff's action caused them. Except in this way the plaintiff would have been without remedy.

Although this question arose with respect to a stand at a race, the Court below expressly applied the principle of the decision to the case of railway accidents, to which its application will be probably more frequent than to any other class of cases. Railway companies are now liable not only for their own negligence, whether in carrying passengers or in the manufacture of their carriages, but are also liable for the consequence of the negligence of the manufacturer, where their carriages are manufactured by others. Under the authority of *Readhead's case* railway companies are not liable for latent defects in carriages which could not be discovered and are not caused by negligence. Railway companies in short do not warrant the roadworthiness of their carriages, but, under the authority of *Francis v. Cockerell*, they do warrant that their carriages have not been negligently made either by themselves or others. The judgments given by the Exchequer Chamber are not considered judgments, and do not display much care in the way they deal with the subject. Kelly, C.B., does not adopt quite the same grounds as those of the Court below, although he agrees with their decision. He says: "I am clearly of opinion as a proposition of law that when one man engages to supply a certain thing for a certain purpose and another person pays a sum of money, that the former enters into an implied contract that the article shall be reasonably fit for the purpose for which it is to be applied. . . . And I should say that the contract in this case was that the stand should be reasonably fit for use with one only exception (as in *Readhead's case*), any unseen defect not to be discovered by any reasonable inquiry." It will be seen that this proposition of law goes a long way, and it will deserve careful consideration whether it does not stretch the rules of law somewhat beyond the limits to which they have hitherto been extended. In noticing the decision of this case in the Queen's Bench (14 S. J. 693) we suggested several classes of cases in which the principle of *Francis v. Cockerell* might be applied in such a way as to cause some change in what has hitherto been supposed to be the law, and we do not now repeat what we then said.

#### REVIEWS.

*The Law of Copyright in Works of Literature and Art, including that of the Drama, Music, Engraving, Sculpture, Painting, Photography, and Ornamental and Useful Designs. Together with International and Foreign Copyrights, with the Statutes relating thereto, and References to the English and American Decisions.* By WALTER ARTHUR COPINGER, of the Middle Temple, Barrister-at-Law. London: Stevens & Haynes.

The most recent text-book on this subject, previously to the work now under our notice, is the very useful one of Mr. Phillips, published in 1863 by the publishers of the present treatise. The law of copyright has since that time undergone less change than many other branches of the law; still there have been a great many developments for a new treatise or a new edition to post up. The practitioner will at once call to mind a large number of decisions delivered within the last two years, besides which the law of copyright has received some statutory alteration; the 32 & 33 Vict. c. 24, repealed a great number of the former Acts, and abolished (*inter alia*) the registration of newspaper titles.

Mr. Copinger's work comprises, besides contents and table of cases, 415 octavo pages, of which 266 are devoted to the treatise itself, and the remaining 149 are occupied by prints of the subsisting statutes, including that of 1869, Orders in Council concerning certain foreign copyrights, Board of Trade regulations respecting registration of designs, and a few conveyancing precedents of agreements for sale of copyright and so forth. This latter portion of the work will be



found handy and useful. The treatise itself consists of nineteen chapters, titled: (1) Historical View of the copyright laws; (2) What may be the subject of copyright; (3) Term of copyright and in Whom Vested; (4) Registration of copyright; (5) Assignment of copyright; (6) Infringement; (7) Remedy at Law; (8) Remedy in Equity. The next nine chapters then proceed to the details respecting the various classes of copyright, such as Crown copyright (chap. 9), Musical and Dramatic (chap. 11), Engravings, Prints, &c. (chap. 12), Designs (chap. 15), and so forth. Chap. 18 is a very useful chapter on Foreign copyrights, and chap. 19 deals with Arrangements between Author and Publisher. The historical view of copyright law, a useful thing in its way, is adorned with various matters which seem rather superfluous; thus it may be all very well, in noticing early instances of the recognition of property in the results of brainwork, to cite Juvenal's line about the sale of Statius' "Agave," but we hardly see the use of encumbering the work with a half-page citation from an eloquent parliamentary speech of Serjeant Talfourd's in favour of copyright extension. Such matters in a text-book are only embarrassing.

The treatise is not very lucidly composed, and its value as a guide is not augmented by the author's occasionally incorporating in his text his own arguments in favour of what he thinks the law ought to be, whereas people buy text-books to learn from them what the judges and the Legislature have made it, the latest expositions being of course those which rank first in authority. His treatment of the celebrated question, whether or no the common law recognises a copyright after publication, is an unfortunate instance. Perhaps the reader remembers the conflict of judicial opinion on this much vexed question. In *Millar v. Taylor* (4 Burr. 2303), the common law judges differed on it, but the majority were in favour of the right. The point, however, still continued vexed by judicial conflict, as for instance in *Donaldson v. Becket* (4 Burr. 2408) &c. &c. But in 1854 the question was extensively deliberated in the House of Lords, in the well-known case of *Jeffreys v. Boosey* (4 H. L. 815), in which, besides Lords Cranworth, Brougham, and St. Leonards, ten of the common law judges delivered opinions. Of the common law judges Erle, J., believed in the existence of the common law right, Parke, B., Pollock, C.B., and Jervis, C.J., announced the contrary opinion; and Crompton, Williams, Wightman, Maule, and Coleridge, JJ., and Alderson, B., expressed no opinion on the point. Lords Cranworth, Brougham, and St. Leonards were unanimous against the right. Now it is perfectly true that, as some of the judges observed, the decision of this question was not necessary to the decision between the plaintiff and defendant in this case, but the question being, as it were, implicated, many of them thought it right to pronounce upon it. The opinion of the majority was, as we have seen, against the right, and in the seventeen years which have elapsed since then, the disposition of the Courts has been to regard the question as now settled in accordance with that opinion. See, for instance, the remarks of Williams, J., in *Reade v. Conquest* (9 C. B. N. S. 768, 9 W. R. 434). Such being the legal facts as to this question, Mr. Copinger treats it in this way. At p. 9, after discussing copyright before publication he goes on to say:—"At one time it was contended that by publication the author or proprietor lost any right he might have had at common law to the property in the work published. But it would have been very hard indeed if," &c.; and then the author continues with an argument to show that on grounds of justice and expediency, there ought to be a common law copyright after publication. A quantity of old cases of the 18th century are then cited, for the sake apparently of stating that "all these injunctions were issued and acquiesced in under the presumption that the common law right . . . was in the respective plaintiffs." *Millar v. Taylor* is then quoted, after which *Donaldson v. Becket* is noticed at considerable length as an authority in favour of the right; so the text ends, so far as the English law is concerned, and *Jeffreys v. Boosey*, and one or two other later cases are disposed of in a foot-note of six lines. It need hardly be remarked that this handling of the matter is not a proper representation of it, and the most favourable thing that can be said is that if a reader goes through the whole very carefully and looks up all the cases referred to in text and notes, he will have the materials for a correct judgment.

The appendix, and the information as to foreign copyright are useful, and the decisions have been noted up down to the very latest. On the whole, it appears to us that in the hands of any one not already familiar with at any rate the main principles of the subject, the treatise portion would not be thoroughly reliable; but in experienced hands, unlikely to be misled, it may be useful, because everything is to be found in it, and it is well noted up.

*A Treatise on the Law of Bankruptcy, Containing a full Exposition of the Principles and Practice of the Law. Including the Alterations made by the Bankruptcy Act, 1869, with an Appendix Comprising the Statutes, Rules, Orders, and Forms.* By GEORGE YOUNG ROBSON, Esq., of the Inner Temple, Barrister-at-Law. London: Butterworths, 1870.

Since the Bankruptcy Act, 1869, came into operation we have had to notice an almost countless number of treatises founded upon it; but all of these, whatever their title and whatever their form, have been nothing more in substance than mere editions of the Act with more or less copious explanatory notes. Almost the only difference between them is that some editors have been content to print the sections of the Act in the odd and illogical order in which they stand in the statute-book—while others have used scissors and paste and cut them up into chapters.

Mr. Robson's book belongs to a very different class. It is the first attempt which has been made at a complete exposition of the law and practice of bankruptcy as it exists at this moment, that is to say of the old law of bankruptcy as modified by the Acts of 1869.

If those Acts had introduced in fact, as they are supposed by some imaginative people to have done, a new system of bankruptcy law—a treatise such as Mr. Robson's appearing so soon after the passing of the Acts might justly be regarded with some suspicion. But the Act of 1869 has done nothing of the kind. The law of bankruptcy remains in all its broader features and even in most of its details the same as it has long been. The changes introduced, though far from unimportant, are really few and, for the most part, tolerably well defined. Mr. Robson is, therefore, fully justified in publishing such a book as he has done. And as he is plainly master of his subject, and has spared neither time nor labour in the treatment of it, his book is a most useful one. In a very short compass Mr. Robson has given his readers a great mass of useful information. His matter is well selected; his statements of law almost always both accurate and concise. He has exercised too, it seems to us, a sound judgment in the comparative space which he has given to the treatment of the new law and of the old; and has avoided the common error of giving more prominence to small details merely because they are new than to important principles which happen to be old. In point of arrangement the book leaves room for something to be desired.

## COURTS.

### JUDGES' CHAMBERS.

Nov. 8.—*The Debtors Act.*

WILLES, J., in the course of an application under the Debtors Act, said that the Legislature intended small cases to be taken to the county courts, and not to the superior courts. He hoped that when he again attended chambers there would be some rule that the debtors' summonses in small cases should be heard before the county courts.

### COURT OF BANKRUPTCY.

LINCOLN'S-INN-FIELDS.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Nov. 9.—*Re Hayward.*

*Practice before the registrars.*

This was an application on behalf of Mr. Hayward, a bankrupt, for an order discharging the adjudication made against him, on the ground that it had been improperly obtained.

*Reed*, for Mr. Hayward.

*Bagley*, for the petitioning creditor, raised a preliminary objection on the ground that the application was not to the registrar who made the adjudication. Doubtless, a registrar might properly refer any question before him to the Chief

Judge, but one registrar would not entertain an appeal from an order made by another registrar. In this case the adjudication was pronounced by Mr. Registrar Brougham, upon evidence adduced in the usual mode, and the petition had been balloted to Mr. Registrar Spring Rice. He suggested that an appeal would lie to the Lords Justices.

*Reed.*—This was not an appeal from another registrar; it was a substantive application, and the Court had ample jurisdiction under the Bankruptcy Act, 1869, s. 72, to deal with it. To the registrars were now delegated all the powers vested in the Chief Judge, except the powers to try an issue and to commit for contempt. In this case an adjudication had been obtained without the knowledge of the debtor.

Mr. Registrar MURRAY said he had no doubt that a registrar acting as Chief Judge would have jurisdiction in this case under the delegated powers conferred by the Chief Judge. On that ground he saw, therefore, no difficulty. With regard to the suggestion that the appeal would properly lie to the Lords Justices, he could not understand how the bankrupt could appeal, because the ground of the present application was that certain facts were either suppressed or misrepresented at the hearing, and it therefore became necessary to make a substantive motion to set aside the adjudication. Then, as to the practice, an application should have been made in the first instance for some early day to be named for the hearing of the application, not before the Lords Justices, but before the registrar to whom the matter was allotted, or the registrar by whom the order of adjudication was made. He must, therefore, decline to hear the application, but would give the bankrupt an opportunity of applying to Mr. Registrar Brougham on the subject if he thought fit.

Solicitors for the bankrupt, *Harper, Broad & Manby.*

Solicitors for the petitioning creditor, *Blackford & Riches.*

(Before Mr. Registrar BROUGHAM, sitting as Chief Judge.)

Nov. 10.—*Re Spicer.*

*Completion of bankrupt's contracts—Evidence of value of contracts.*

*Reed* applied, under proceedings for liquidation instituted by the debtor, for the appointment of a receiver. He stated that the debtor carried on business as a builder, and at the period of his failure he was engaged upon two valuable contracts which it was desirable should be continued for the benefit of the creditors. On behalf of the debtor and certain of the creditors who joined in the application, the Court was asked that the surveyor who had the supervision of the works should be appointed receiver, and an affidavit of fitness was produced.

Mr. Registrar BROUGHAM said at present the evidence in support of the application was defective, for there was nothing to show that the carrying on the contracts would be for the benefit of the general body of the creditors.

*Reed.*—The surveyor, who is here, states that, if appointed, he will be prepared to advance the necessary funds.

Mr. Registrar BROUGHAM.—That may be, and yet the completion of the contracts may not operate for the benefit of the general body. There must be some evidence as to the position of the contracts and their probable value if carried on.

Application refused.

Solicitors, *Parker, Rooke & Co.*

Mr. Heather, jun. (solicitor), afterwards applied in another case for the appointment of a receiver.

Mr. Registrar BROUGHAM, after perusal of the affidavits, said these applications came before the Court in a very slipshod state. Information and belief of accountants and solicitors' clerks was wholly insufficient to justify an appointment. He wished it to be understood that orders for the appointment of receivers were not a mere matter of course. In the present case the evidence was wholly insufficient.

Application refused.

*Re Hayward.*

*Practice.*

This case was mentioned yesterday.

Mr. Registrar BROUGHAM now expressed his willingness to adjudicate on the application, but intimated that the proper course was to obtain an appointment for the hearing at Basinghall-street. He added that it would be a convenient practice if the registrar who made the adjudication afterwards heard any application to discharge it.

## COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Nov. 4.—*King v. Child.*

*Principal and agent—Warranty by agent not binding on principal.*

The plaintiff, a bone-cutter, claimed £6 2s. 4d. from the defendant, a brushmaker. The plaintiff's agent had called on the defendant and told him the plaintiff had a quantity of best London bones to sell, and he, the agent, would guarantee them. Defendant went to plaintiff and bought them, but did not ask for a guarantee from the plaintiff personally, considering that the agent's word was sufficient. The bones turned out to be bad, and defendant refused to pay for them.

Mr. PITT TAYLOR said the plaintiff under these circumstances was not bound by the representations of his agent. If the agent had completed the sale and delivery, that would have made all the difference, and the plaintiff would have been bound by his agent's acts. The defendant was in the habit of using bones, and, of course, knew good from bad. He had an opportunity of judging of them at the time of the purchase, and must have been satisfied with them or he would have asked for a warranty. The agent's warranty and the sale by the plaintiff were too remote from each other to be taken as parts of the same transaction. The defendant purchased with his eyes open, and if he had made a bad bargain it was his own fault, and he must pay the money.

## APPOINTMENTS.

Mr. WILLIAM ALEXANDER PARKER, Chief Justice of St. Helena, has been appointed a member of the Executive Council of that island. Mr. Parker, previously to becoming a member of the Scotch bar, was in 1839 appointed assistant-extractor of judicial records in her Majesty's General Register House, Edinburgh. He was also honorary secretary of the Architectural Institute of Scotland, and corresponding associate for Scotland of the Society of Antiquaries of London, and of the Genealogical and Historical Society of Great Britain. In 1853 he was admitted a member of the Faculty of Advocates in Scotland, and after practising for some years at the Scotch bar he was appointed, in 1866, chief magistrate and member of the Legislative Council of her Majesty's forts and settlements on the Gold Coast, and judicial assessor to the native chiefs of the Gold Coast protectorate. In 1869 he was appointed Chief Justice and Judge of the Vice-Admiralty Court of St. Helena, the salary attached to which judicial office is £700 per annum.

Mr. WHITLEY STOKES, barrister-at-law, has been appointed Secretary to the Government of India in the Legislative Department. Mr. Stokes is a son of Dr. William Stokes, an eminent Dublin physician, and was educated at Trinity College, Dublin. He was called to the bar in Ireland in Michaelmas Term, 1853, and in England, at the Inner Temple, in November, 1855. Having proceeded to Calcutta, he was appointed Secretary to the Legislative Council of India, in which capacity he has approved himself as a very able and energetic labourer, and has been identified with all the great measures of Indian legislation for several years past. His office has now been raised to the status of a Government secretaryship, with effect from the 24th of September last. About two years ago Mr. Stokes received the degree of LL.D. from the University of Dublin.

Mr. WALTER BROWNE, solicitor, of Nottingham, has been appointed Clerk to the Nottingham Waterworks Company, in succession to Mr. John Rogers Browne, deceased. Mr. W. Browne was certificated in Trinity Term, 1857.

Mr. WILLIAM GEORGE WHITTALL LOVELL, solicitor, of Deddington, has been appointed steward of the manor of Deddington. Mr. Lovell was admitted in 1865, and was a few months ago appointed Clerk to the magistrates of Deddington.

It is stated that Mr. William Gurdon, County Court Judge of Essex, who has recently been seriously indisposed, but is now better, is about to resign that appointment.



## GENERAL CORRESPONDENCE.

## FRIENDLY SOCIETY—CLAIM ON DEFAULTING TREASURER.

Sir.—Would any of your readers kindly inform me whether a Friendly Society, duly certified under the Act, has now any priority for payment of moneys in the hands of a treasurer who becomes bankrupt? In the Friendly Societies Act (18 & 19 Vict. c. 63), a priority was given them by section 23; and a similar clause was contained in the Bankruptcy Act, 1849, and continued in the Act of 1861. Both of these Bankruptcy Acts are now repealed by the 32 & 33 Vict. c. 83. The Bankruptcy Act, 1869 (32 & 33 Vict. c. 71) contains no clause similar to that contained in Acts of 1849 and 1861, giving priority to Friendly Societies. Section 23 of the Friendly Societies Act is not repealed, and I therefore presume that they still retain their priority, notwithstanding section 32 of the Bankruptcy Act, 1869, setting forth what debts shall be considered preferential debts.

ARTICLED CLERK.

## ARRANGEMENTS WITH CREDITORS.

Sir,—Can any of your readers inform me whether it is the duty of the solicitor of a debtor petitioning for arrangement, to fill up (and if a commissioner) to swear the affidavits in proof of debts brought by the creditors attending the first meeting?

The practice seems to vary. Some solicitors contend that it is no part of their duty to assist the creditors to prove, and accordingly they make a charge for filling up and swearing the affidavits. Others consider the case analogous to a bankruptcy under the old law, in which case the solicitor was allowed a fee for each meeting, which included taking the proofs of creditors.

There is, however, in my opinion, no such analogy, as the affidavits may be, and strictly ought to be, brought to the meeting ready sworn, while in a bankruptcy under the old law, the proofs of creditors attending a sitting or meeting were in the shape of depositions when before the court.

If a fee is chargeable, what is the correct amount? In a case I know of, two shillings and sixpence was charged for filling up each affidavit, and one shilling and sixpence for swearing.

NEMO.

Nov. 10..

## OBITUARY.

## MR. G. LAW.

Mr. George Law, one of the oldest of London solicitors, died at his residence, Cotswold Lodge, Cheltenham, on the 26th of October, at the age of eighty-eight years. He was the youngest and last surviving son of the late Venerable John Law, D.D., Dean of Rochester, and was admitted as far back as 1803. He was formerly a partner with Mr. Thomas Tindal; latterly Mr. Henry Hussey was admitted into the firm. On the death of Mr. Tindal about fifteen years ago, Mr. J. H. Hulbert became a member of the partnership, which has since been carried on under the style of Law, Hussey & Hulbert. The late Mr. Law was a member of the Solicitors' Benevolent Association. One of his sons is Mr. George Law, a barrister of Lincoln's-inn. With the exception of Mr. Thomas Dawes, who was admitted in 1795, Mr. Law was the oldest London solicitor on the roll; and by his death the second place on the roll, in point of seniority, is now occupied by Mr. Edward Archer Wilde, the father of Lord Penzance, Judge of the Probate and Divorce Court, and brother of the late Lord Chancellor Truro.

## MR. J. R. BROWNE.

Mr. John Rogers Browne, solicitor, of Nottingham, died at The Park, his residence near that town, on the 28th of October, in the forty-seventh year of his age. His father, for about fifty years, held one of the higher offices under the Excise Board in the City of London. Mr. Browne was educated at King's College, London, and was afterwards articled to Messrs. Parke & Freeth, solicitors, of Lincoln's-inn-fields; and he was admitted in 1844. In 1846 he went to reside at Nottingham, with an introduction to Mr. George Rawson, a solicitor of that town, whom he ultimately joined in partnership; and, on the decease of that gentleman, continued to practice in conjunction with Mr. George Freeth, the surviving partner, and with Mr. F. G. Rawson, a son of the deceased gentleman—the firm being

known as Freeth, Browne & Rawson. Mr. Browne was a member of the Town Council of Nottingham, in which he sat for six years as the representative of St. Mary's Ward though he took but little part in municipal affairs. At the time of his death he held the offices of clerk to the Nottingham Waterworks Company, and solicitor to Messrs. Moore & Robinson's Banking Company. One of the deceased gentleman's surviving brothers is Mr. Charles Browne, of the Chancery bar.

## SOCIETIES AND INSTITUTIONS.

## LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, on Tuesday, the 8th inst., Mr. Gordon in the chair, the question for discussion was No. cxc. jurisprudential, "Are the Germans justified in demanding from France the annexation of Alsace and Lorraine?" Mr. E. C. Harvie opened the debate in the affirmative, and, after a long discussion, the question was decided in the negative by a large majority.

Mr. Sidney Chapman was elected to fill the post of secretary, vacated by Mr. Wm. Appleton.

## LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

A meeting of this society took place on the 3rd inst. at the Law Library, Liverpool. Mr. James Lloyd occupied the chair. The subject for discussion was—"A. on a sale of freehold to B. enters into the usual covenant for further assurance. The earlier deeds, which also relate to other property of A., are retained by him, and no covenant for their production is entered into at the time. Can B. afterwards compel A. to covenant for the production of these deeds?" After a warm debate the affirmative was carried by a majority of three votes.

## LAW STUDENTS' JOURNAL.

## ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Friday, November 25, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Thursday, November 24.

The papers of those gentlemen who cannot be admitted at common law till the last day of Term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

## COURT PAPERS.

## WINTER CIRCUITS.

Lancashire.—MELLOR, J., and BRETT, J.  
Leeds, York, and Derby.—BYLES, J.  
Glamorgan, Worcestershire, and Warwick.—BRAMWELL, B.  
Stafford and Durham.—CLEASBY, B.  
Hampshire, Leicester, Northampton, Norfolk.—LUSH, J.  
The new election petition judges are CHANNELL, B., KEATING, J. and LUSH, J.

## SHREWSBURY ELECTION PETITION.

Mr. Baron Channell has appointed Monday, December 5, at 3 p.m., for the trial of the above-named petition at Shrewsbury.

The Queen has been pleased to appoint the Right Hon. Sir Stafford Henry Northcote, Bart., C.B.; Sir M. E. Hicks Beach, Bart.; Sir S. H. Waterlow, Knt.; and J. B. Carter; Evan M. Richards; C. S. Roundell; F. T. Bircham; and W. Pollard Pattison, Esqs., to be her Majesty's Commissioners to inquire into the existing state of the Law relating to Friendly Societies, and also to inquire into and report upon the operation of the Acts relating to Friendly Societies and Benefit Building Societies, and the organisation or general condition of Societies established under such Acts respectively, and upon the offices and duties of the Registrar of Friendly Societies, with power to suggest any improvements to be made in the Law with respect to the matters aforesaid.

## PUBLIC COMPANIES.

## GOVERNMENT FUNDS.

LAST QUOTATION, Nov. 11, 1870.

From the Official List of the actual business transacted.]

3 per Cent. Consols, 93½	Annuities, April, '85
Ditto for Account, Dec. 1, '93	Do. (Red Sea T.) Aug. 1868
3 per Cent. Reduced 91½	Ex Billa, £1000, — per Ct. 10 p m
New 3 per Cent., 91½	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '78	Ct. (last half-year) 23½
Annuities, Jan. '80 —	Ditto for Account,

## INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Fr., 5 p Ct., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 107
Ditto 5 per Cent. July, '80 113½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 100½	Do. Do, 5 per Cent., Aug. '73 163
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto Enforced Ppr., 4 per Cent. 91	Ditto, ditto, under £1000, 20 p m

## RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter .....	100	89
Stock	Caledonian .....	100	78
Stock	Glasgow and South-Western .....	100	118
Stock	Great Eastern Ordinary Stock .....	100	39½
Stock	Do., East Anglian Stock, No. 2 .....	100	7
Stock	Great Northern .....	100	133½
Stock	Do., A Stock .....	100	135
Stock	Great Southern and Western of Ireland .....	100	—
Stock	Great Western—Original .....	100	71
Stock	Lancashire and Yorkshire .....	100	132
Stock	London, Brighton, and South Coast .....	100	42½
Stock	London, Chatham, and Dover .....	100	13½
Stock	London and North-Western .....	100	128½
Stock	London and South-Western .....	100	90
Stock	Manchester, Sheffield, and Lincoln .....	100	46
Stock	Metropolitan .....	100	63½
Stock	Midland .....	100	127½
Stock	Do., Birmingham and Derby .....	100	97
Stock	North British .....	100	33½
Stock	North London .....	100	116
Stock	North Staffordshire .....	100	58½
Stock	South Devon .....	100	48
Stock	South-Eastern .....	100	75½
Stock	Taff Vale .....	100	165

\* A receives no dividend until 6 per cent. has been paid to B.

## MONEY MARKET AND CITY INTELLIGENCE.

Early in the week strong hopes were entertained of an armistice which would lead to peace, yet the funds were but little affected by the demolition of those expectations, and have remained rather strong and steady throughout the week. Foreign securities had rather a heavy fall on receipt of the news that the negotiations for an armistice had failed; they are, however, again creeping upward. The railway market has not been strong this week, and is still dull.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

CURLEWIS—On Aug. 22, at Hemsley, near Geelong, the wife of Alfred C. Curlewis, Esq., barrister-at-law, of a daughter.  
LABILLIERE—On Nov. 3, at 5, Aldridge-road Villars, West-bourne-park, the wife of Francis Peter Labilliere, Esq., barrister-at-law, of a daughter.  
OWEN—On Sept. 17, at Singapore, the wife of Charles Owen, Esq., barrister-at-law, Senior Magistrate, Straits Settlement, of a son.

## MARRIAGES.

CROMPTON—ROMILLY—On Nov. 8, at St. John's, Paddington, Henry Crompton, second son of the late Mr. Justice Crompton, to Lucy Henrietta, youngest daughter of Lord Romilly.

## DEATHS.

BENTLEY—On Nov. 8, at Brighton, Henry Wm. Bentley, solicitor, aged 52.  
NETTLESHIP—On Nov. 5, Henry John Nettlehip, Esq., solicitor, Kettering, aged 63.  
TEMPANY—On Nov. 4, at No. 53, Albert-street, Regent's-park, Edward Henry Tempany, Esq., of No. 10, Bedford-row, solicitor, aged 33.

THE RECORDER OF RANGOON.—Mr. John Coryton, Recorder of Rangoon, continues to defy the High Court of Calcutta. Upon receipt of a copy of the order of the High Court, directing him to re-admit Mr. Thompson, a solicitor, to practice, and a petition from Mr. Thompson to be re-admitted, the Recorder gave the following brief judgment:—"I have read

the observations of Mr. Justice Phear in the case. I cannot say they weaken the views I have hitherto taken of it. I must dismiss the petition."

THE RECORDERSHIP OF BERWICK.—Mr. Robert Ingham, Q.C., has, in consequence of advanced age and impaired health, resigned the Recordership of Berwick-on-Tweed, which he has held for the long period of forty-years. The salary attached to the office is £120 a-year. Mr. Ingham, who was educated at Oriel College, Oxford, of which he was a fellow for many years was called to the bar at Lincoln's-inn in 1820, but removed, to the Inner Temple, of which he is a bencher, and was appointed a Queen's Counsel in 1850. He was formerly Attorney-General for the County Palatine of Durham, which office he resigned in 1861; and was M.P. for South Shields from 1832 to 1841, and again from 1852 till November, 1868.

## LONDON GAZETTES.

## Professional Partnerships Dissolved.

FRIDAY, Nov. 4, 1870.

Dewes, Hy, & A. Howard Burgess, Nuneaton, Warwick, Attorneys-at-Law and Solicitors. Oct 31.  
Litchfield, R. W., & John Burton, Sergeants'-inn, Fleet-st, Attorneys and Solicitors. Oct 28.

## Winding up of Joint-Stock Companies.

FRIDAY, Nov. 4, 1870.

## LIMITED IN CHANCERY.

New Hotel Company, Dover (Limited).—Petition for winding up, presented Oct. 29, directed to be heard before Vice-Chancellor Bacon, on Nov. 19. Lanfair & Stewart, Abchurch-lane, solicitors for the petitioner.  
Heaton's Steel & Iron Company (Limited).—Petition for winding up, presented Nov. 4, directed to be heard before Vice-Chancellor Stuart, on Nov. 18. Johnson, Lincoln's-inn-fields, solicitor for the petitioner.

TUESDAY, Nov. 8, 1870.

## LIMITED IN CHANCERY.

Old Park Iron Company (Limited).—Petition for winding up, presented Nov. 7, directed to be heard before Vice-Chancellor Malins, on Nov. 18. Sharp & Ulithorne, Gray's-inn, agents for Newell, Wellington, Salop, solicitor for the petitioners.

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 4, 1870.

Bostock, Saml, Stock Exchange, Esq. Dec 8. Bostock & Bostock, V.C. Stuart. Druce & Co, Billiter-st.

TUESDAY, Nov. 8, 1870.

Bean, Nathaniel, Cheltenham, Gloucester, Lieut-Colonel. Dec 3. Carthew & Enraght, V.C. Stuart. Markby & Co, New-sq, Lincoln's-inn.  
Bowyer, Wm Edwin, Gt Tower-st, Tea Broker. Dec 15. Ingle & Bowyer, V.C. Bacon. Ingle & Co, Threadneedle-st.  
Leathes, Mary, Green Trees, Brigham, Cumberland, Widow. Dec 2. Dickinson & White, V.C. Stuart. Waugh, Cockermouth.  
McAvoy, Philip, Woodford-bridge, Essex, Gent. Dec 15. Stock & McAvoy, V.C. Stuart. Morris & Co, Finsbury-circus.  
Moorat, John Saml, Bush hill-park, Middx, Esq. Dec 10. Moorat & Moorat, M.L. Palmer & Co, Trafalgar-sq.  
Williams, Rev Howard, Broad Chalks, Wilts, Vicar. Dec 7. Jessopp & Williams, V.C. Stuart. Upton & Co, Austinfriars.

## Creditors under 22 &amp; 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 4, 1870.

Ashworth, Thos, Bath, Somerset, Esq. Dec 31. White & Co, Great Marlborough-st.  
Bartley, Thos, Crawley, Sussex, Engineer. Dec 21. Bedford, Horsham.  
Burn, Wm, Burton-on-Trent, Stafford, Inland Revenue Officer. Dec 1. Perks, Burton-upon-Trent.  
Evans, Samuel, Newtown, Montgomery, Solicitor. Dec 1. Gwynne, Llanantfrid, nr Oswestry.  
Farmer, Thos, Milton, Derby, Gent. Dec 1. Perks, Burton-upon-Trent.  
Farnell, Chas, Amphill, Bedford, Plumber. Dec 8. Western & Sons, Gt James-st, Bedford-row.  
Hartley, John, Eastone, Oxford, Yeoman. Dec 31. Kilby & Son, Banbury.  
Hickling, Jonathan, Tottenham, Middx, Gent. Dec 16. Booker, Edmonton.  
Hooper, Geo, St Mary's-rd, Canonbury, Warehouseman. Feb 1. Marsden & Chubb, Friday-st, Chapside.  
Jackson, Rev Samuel, Winchester. Dec 1. Smith & Co, Broad-st, Chapside.  
Lyne, Ellz, Bourton-on-the-hill, Gloucester. Dec 31. Barnes & Bernard, Gt Winchester-st.  
Mackeson, Lumsden, Dover, Kent, Esq. Dec 5. Mackeson & Co, Lincoln's-inn-fields.  
Mann, Thos, Burford, Oxford, Gent. Nov 30. Parker & Co, Bedford-row.  
Moffatt, Wm Early, Oundle, Northampton, Gent. Dec 15. Nicholson, Lime-st.  
Page, Captain Robert, Bath, Esq. Jan 1. Gibbs, Bath.  
Penarth, Wm, Usworth House, Durham, Esq. Nov 30. Park & Nelson, Essex-st, Strand.  
Rodwell, Ann Maria, Rock Ferry, nr Birkenhead, Chester. Jan 10. Fielder & Sumner, Godliman-st, Doctors'-commons.  
Sandys, Edwin Thos, Sidney, New South Wales. Dec 20. Bright, Lincoln's-inn-fields.  
Skippons, Wm, Baylham, Suffolk, Farmer. Dec 31. Hayward & Sons, Needham-market.  
Smith, Rev Robert, Gloucester. Dec 29. Helps, Gloucester.

Sykes, John, Holbeck, Leeds, Earthenware Manufacturer. Dec 24. Tempest, Leeds.  
Taylor, Wm, Rattlesden, Suffolk, Yeoman. Dec 31. Hayward & Sons, Needham Market.  
Turner, Mary, Horsham, Sussex, Widow. Dec 31. Bedford, Horsham.  
Ward, John, Sibson, Leicester, Gent. Dec 21. Radford & Son, Atherton.  
Ward, John, Buralam, Stafford, Gent. Dec 1. Ingle & Co, Threadneedle-st.  
Webster, Jas, Phoenix-pl, Coldbath-fields, Cab Proprietor. Dec 1. Fry, Dane's-inn, Strand.  
Yearsley, Jas, Timperley, Chester, Yeoman. Dec 30. Chas Nuttall, Mancli.

TUESDAY, Nov. 8, 1870.

Acton, Robert Jas, Acton, Middx, Builder. Dec 15. Schultz, Dyers-bldgs, Holborn.  
Atkinson, Fras, Middlesbrough, York, Merchant. Jan 1. Belk, Middleborough.  
Bavin, Fras, Wimblyington, Cambridge, Gent. Dec 7. Dawbarn & Wise, March.  
Bickham, Hy, Lower Weacombe, Somerset, Gent. Dec 17. White & Son, Williton.  
Bowden, Wm, Stockport, Chester, Silk Weaver. Dec 1. Marsh, Stockport.  
Coulson, John, Penzance, Corn Merchant. Nov 29. Trythall, Penzance.  
Foden, Chas, Sutton, nr Macclesfield, Chester, Silk Throwster. Dec 9. Brockhurst & Co, Macclesfield.  
Fox, Wm Drake, Plymouth, Devon, Butcher. Dec 1. Gibson & Moore, Plymouth.  
Graham, Wm Chas, Upper Westbourne-ter, Gent. Jan 2. Young & Co, St Mildred's-st, Putney.  
Hadfield, Abel Oliver, Heaton Norris, Lancaster, Yeoman. Dec 1. Marsh, Stockport.  
Hatchard, John, Plymouth, Devon, Vicar. Dec 30. Sole & Gill, Devonport.  
Hatchard, Samuel, Plowden-bldgs, Middle Temple, Barrister-at-Law. Dec 30. Sole & Gill, Devonport.  
Hawkes, Philip, Arlesey, Bedford, Brickmaker. Dec 31. Hurford & Taylor, Oxford.  
Hilliard, Geo Edward Anstruther, Brunant, Carmarthen, Esq. Dec 10. Tooke & Co, Bedford-row.  
Hutchinson, Wm, Kingston-upon-Hull, Gent. Dec 20. Levett & Champney, Kingston-upon-Hull.  
Mansfield, John, Fringford, Oxford, Yeoman. Nov 16. Kirby, Bicester.  
Maynard, Hy Stears, Portsea, Southampton, Chemist. Jan 4. Walker, Portsea.  
Minty, Richard Geo Perns, Petersfield, Southampton, Gent. Dec 31. Soames, Petersfield.  
Montgomery, Jane, Bath, Widow. Dec 20. Farrer & Co, Lincoln's-inn-fields.  
Norrish, Wm, Colebrook, Devon, Yeoman. Dec 7. Searle, Crediton.  
Orpin, Wm, Cranbrook, Kent, Miller. Jan 1. Unicorn, St Leonard's-on-Sea.  
Roberts, John, Tynewydd, Montgomery, Farmer. Jan 1. Minshall, Oswestry.  
Servante, Samuel, High Holborn, Undertaker. Dec 12. Jackson, Chancery-lane.  
Tingle Geo, Billiter-st, Islington, Carman. Dec 13. Baker & Co, Crosby-sq.  
Wheeler, Anne, Stratford-upon-Avon, Warwick. Dec 27. Hunt, Stratford-upon-Avon.  
Wicker, Margaret, Holloway-rd, Widow. Dec 21. Hilbery, Cratched Friars.

**Bankrupts.**

FRIDAY, Nov. 4, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Casack, John, Manor-rise, Brixton, Shoemaker. Pet Nov 1. Pepys. Nov 15 at 2.  
Hollands, Wm Simon, Richmond-ter, Clapham-rd, Architect. Pet Oct 31. Brougham. Nov 17 at 12.

To Surrender in the Country.

Buck, John, Leeds, Tobaccoist. Pet Nov 2. Marshall. Leeds, Nov 18 at 11.  
Douse, Joseph Pitt, & Gordon Pentycross Whitworth, Huddersfield, Stockbrokers. Pet Oct 31. Jones, Jun. Huddersfield, Nov 16 at 11.  
Eice, Thos, Bonsal, Derby, Cotton Spinner. Pet Nov 2. Weller. Derby, Nov 23 at 12.  
Gant, Wm, Horneast, Lincoln, Tailor. Pet Nov 2. Uppleby. Lincoln, Nov 22 at 12.  
Jones, John, Lpool, Draper. Pet Nov 1. Hime. Lpool, Nov 16 at 2.  
Scholtes, Adam, Wood-st, Woolwich, Gent. Pet Oct 31. Bishop. Greenwich, Nov 23 at 12.  
Simpson, Dugald Cummings, & Colin Campbell, Lpool, Merchants. Pet Nov 2. Hime. Lpool, Nov 31 at 2.  
West, Thos John, Lpool, Ironmonger. Pet Nov 2. Watson. Lpool, Nov 16 at 2.  
Whiteley Chas John, Farnham, Surrey, Plumber. Pet Oct 29. White. Guildford, Nov 19 at 2.

TUESDAY, Nov. 8, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Weiden, L. E., Cannon-st, General Merchant. Pet Nov 4. Murray. Nov 23 at 12.30.

To Surrender in the Country.

Houghton, Andrew Raymond, Arthur Houghton, & Chas d'Erne Jones, Lpool, Cotton Broker. Pet Nov 3. Watson. Lpool, Nov 22 at 2.  
Jones, Thos, Jun, Neath, Glamorgan, Grocer. Pet Nov 2. Morgan. Neath, Nov 21 at 12.

Smith, Frank, Aberdare, Glamorgan, Boot Dealer. Pet Nov 4. Rees. Aberdare, Nov 22 at 11.  
Steer, Geo, Guildford, Surrey, Grocer. Pet Nov 3. White. Guildford, Nov 19 at 11.  
Tilston, Thos, Lpool, Grocer. Pet Nov 5. Watson. Lpool, Nov 23 at 2.  
Tomkinson, John, Lpool, Kay. Manch, Nov 24 at 9.30.  
Turner, Robt, Heath, Derby, Timber Merchant. Pet Nov 4. Wake. Chesterfield, Nov 23 at 2.  
Wilson, Wm Shirley, Sheffield, Draper. Pet Nov 4. Wake. Sheffield, Nov 18 at 1.

**BANKRUPTCIES ANNULLED.**

FRIDAY, Nov. 4, 1870.

Hooker, Geo Fredk, Marlows, Hemei Hempstead. Sept 23.

TUESDAY, Nov. 8, 1870.

Lord, Wm, Oldham, Lancashire, Cotton Waste Dealer. Nov 2.

**Liquidation by Arrangement.  
FIRST MEETINGS OF CREDITORS.**

FRIDAY, Nov. 4, 1870.

Abrahams, Geo, Luton, Bedford, Plait Bleacher. Nov 18 at 11, at the Queen's Hotel, Chapel-st, Luton. C. A. Austin.  
Ambrose, Edwd, Lee, Kent, Builder. Nov 21 at 3, at offices of Swann & Co, Chancery-lane.  
Angus, Alex Thos, Old Broad-st, Stock Dealer. Nov 21 at 12, at offices of Allen, Colley, & Edwards, Old Jewry.  
Arnold, Chas, Montpelier-st, Walworth, General Dealer. Nov 18 at 11, at offices of J. R. Chidley, Old Jewry.  
Barnes, Thos, Prospect-ter, Harringay-rd, Hornsey, Builder. Nov 16 at 3, at offices of W. T. Ricketts, Frederick-st, Gray's-inn-rd.  
Barr, Thos, Newcastle-upon-Tyne, Draper. Nov 16 at 2, at office of J. G. Joel, Market-st, Newcastle-upon-Tyne.  
Booth, Hallifield, Lincoln, Butcher. Nov 17 at 11, at offices of Williams, Silver-st, Lincoln.  
Bottomley, Wm, Sheffield, Wire Manufacturer. Nov 18 at 11, at the Assembly-bldgs, Norfolk-st, Sheffield. Fretson, Sheffield.  
Brown, Jas, Berwick-upon-Tweed, David Brown, Brackenside, and Ninian Brown, Loughend, Farmers. Nov 16 at 2, at the Hen and Chickens Inn, Berwick-upon-Tweed. Hoyle, Shipley, & Hoyle, Newcastle-upon-Tyne.  
Budd, Jas, Lincoln, Innkeeper. Nov 22 at 12, at office of Toynbee & Larken, Bank-st, Lincoln.  
Carter, Wm, Salford, Lancaster, Boot Maker. Nov 18 at 12, at offices of Livett, Cross-st, Manchester.  
Carugh, Paul, Queen's-sq, Bloomsbury, Carver. Nov 17 at 4, at offices of Lewis, Munns, Nunn, & Longden, Old Jewry.  
Castell, Wm, Grove-st, South Hackney, Dairyman. Nov 14 at 11, at offices of J. B. Fenton, Worship-st, Finsbury.  
Clarke, Wm John, Monk Bretton, York, Blacksmith. Nov 17 at 12, at the Coach and Horses Hotel, Barnsley.  
Cottle, John, Camerton, Somerset, Bootmaker. Nov 16 at 11, at offices of J. K. Bartrum, Northumberland-bldgs, Bath.  
Crews, John, Bath, Commercial Traveller. Nov 19 at 4, at offices of J. K. Bartrum, Northumberland-bldgs, Bath.  
Crowder, Joseph, Matlock Bank, Derby, Hydropathist. Nov 7 at 4.45, at Market-hall-chambers, Matlock-bridge, Derby. Wheatcroft.  
Dagley, John, St John's-hill, New Wandsworth, Boot Maker. Nov 18 at 2, at the Spread Eagle Hotel, High-st, Wandsworth. Pain, Winstanley-rd, Clapham-junction.  
Darroch, Wm, St Thomas-st, Southwark, Surgical Instrument Maker. Nov 21 at 3, at offices of T. Tayloe, Laurence Pountney-hill, Cannon-street.  
Davies, Thos, St Peter-st, Islington, Cowkeeper. Nov 21 at 12, at Keenan's Hotel, Crown-st, Cheapside. B. New, Basinghall-st.  
Davies, Wm, Neath, Glamorgan, Builder. Nov 16 at 2.30, at office of the Registrar of the County Court at Neath. Simons & Pews.  
Deere, Richd Tuck Hopkins, St Agnes-villas, Shepherd's-bush, out of business. Nov 21 at 11, at offices of J. R. Chidley, Old Jewry.  
Dick, Wm, and Wm Geo Dick, North Shields, Boot Makers. Nov 19 at 2, at offices of J. G. Joel, Market-st, Newcastle-upon-Tyne.  
Driver, Hy, Lee, Kent, Builder. Nov 17 at 2, at the Terminus Hotel, Cannon-st. Harrisons, Walbrook.  
Edwards, Jas, Dowllas, Glamorgan, Tailor. Nov 16 at 11, at offices of Simons & Pews, Church-st, Merthyr Tydfil.  
Elliott, Walter, Sheffield, Boot Dealer. Nov 15 at 2, at offices of Taylor, Norfolk-row, Sheffield.  
Endie, John Stephens, Mitre-ct, Milk-st, Mantle Manufacturer. Nov 13 at 12, at offices of Lovrington & Minton, Gresham-st, Beard, Basinghall-st.  
Farmer, Wm, St George's-rd, Peckham, Draper. Nov 21 at 2, at offices of H. Deane, Walbrook.  
Gardner, Solomon, Lpool, Paperhanger. Nov 16 at 3, offices of Duke & Goffey, Commerce-chambers, Lord-st, Lpool.  
Gerrard, Wm John, Wells-st, Oxford-st, Officers' Mess Contractor. Nov 28 at 12, at offices of D. S. Woolf, King-st, Cheapside.  
Gibbon, Ebenezer, Newcastle-upon-Tyne, Cooper. Nov 17 at 2, at office of J. G. Joel, Market-st, Newcastle-upon-Tyne.  
Guyver, John, Godwin-st, Fonthill-road, Seven Sisters-rd, Builder. Nov 13 at 2, at offices of W. Hunt, Gray's-inn-eg.  
Halton, Wm, North Ormesby, York, Cab Proprietor. Nov 17 at 3, at offices of Greener & Co, Station-st, Middlesbrough. Fawcett, Garbutt, & Fawcett.  
Hampson, Edwin, Northwich, Chester, Grocer. Nov 17 at 3, at offices of Addleshaw, King-st, Manchester.  
Harraden, Alfd, Nicholas-st, New North-rd, Couch Frame Maker. Nov 16 at 3, at offices of Godfrey, Basinghall-st.  
Jacks, Jabez, Nottingham, Ironmonger. Nov 18 at 12, at offices of M. J. Preston, Journal-chambers, Pelham-st, Nottingham.  
Jolly, Geo, Church-rd, E. sec-rd, Islington, Surveyor of Taxes. Nov 14 at 4, at Peel's Coffee House, Fleet-st.  
Jones, Rees, Newtown, Cardiff, Glamorgan, out of business. Nov 13 at 11, at offices of M. Morgan, St Mary-st, Cardiff.  
Jordan, Chas Jas, Swansea, Glamorgan, Accountant. Nov 17 at 11, at offices of Field & Home, Mount-st, Swansea.  
Kirk, Richd, Derby, Painter. Nov 16 at 3, at offices of Harrison & Co, Becket Well-lane, Derby. W. Briggs, Full-st, Derby.



Lane, Chas, Hatfield-ter, York-rd, Wandsworth, Contractor. Nov 18 at 3, at offices of S. A. Kish, 11, Wellington-st, Strand.  
 Miller, Hy, & Edwin Miller, Garston, near Lpool, Ship Builders. Nov 17 at 2, at the Law Association Rooms, Cook-st, Lpool. Miller & Miller.  
 Monkhouse, John, Carlisle, Saddler. Nov 18 at 11, at offices of J. C. Wannop, Carruthers-et, Scotch-st, Carlisle.  
 Noblet, John, Blackpool, Lancaster, Innkeeper. Nov 24 at 2, at the Gardens Hotel, Blackpool. Deane, Blackburne.  
 Porter, Wm Goodman, Brede, Sussex, Farmer. Nov 16 at 1, at offices of E. Philbrick, Havelock-rd, Hastings.  
 Rackstraw, Wm Chas, London-ter, London-fields, Hackney, Banker's Clerk. Nov 19 at 11, at offices of Fenton, Worship-st, Finsbury.  
 Simpson, Peter, sen, Wm Simpson, Robt Simpson, & Peter Simpson, Jun, Annfield-plain, Durham, Grocers. Nov 14 at 3.30, at offices of Allan & Davies, Grainger-et, Newcastle-upon-Tyne.  
 Spicer, Geo, Charlotte-st, Fitzroy-sq, Builder. Nov 18 at 3, at the Inns of Court Hotel, Holborn. W. S. Parker, Bedford-row.  
 Tanner, Jas, Lavender-hill, Battersea, Builder. Nov 21 at 2. Walls, Walbrook.  
 Thompson, Edwd, Lpool, Ship Broker. Nov 25 at 3, offices of Simpson & Samuel, Law Association-bldgs, Cook-st, Lpool.  
 Townsend, Wm, Sheffield, Boot Maker. Nov 14 at 12, at the Assembly Rooms-bldgs, Norfolk-st, Sheffield. Hawkin, Sheffield.  
 Webb, Hy, Worcester, Land Surveyor. Nov 16 at 11, at office of J. Scallard, Pierpoint-st, Worcester.  
 Wilkinson, Edwin, Leeds, Cloth Manufacturer. Nov 18 at 11, at Wharton's Hotel, Park-lane, Leeds. Yewdall.  
 Williams, Thos Hy, Brynmawr, Brecknock, Chemist. Nov 22 at 11, at the County Court Office, Tredegar. Harris, Tredegar.  
 Wilson, Hy, Halifax, York, Builder. Nov 18 at 2, at the Griffin Hotel, George-st, Halifax. W. Lancaster.

## TUESDAY, Nov. 8, 1870.

Alexander, Jas, High-st, Kensington, Linendraper. Nov 21 at 12, at offices of Jones & Hall, King's Arms-rd, Moorgate-st.  
 Ashford, Hy, Mucking, Essex, Farmer. Nov 26 at 10.30, at the New Falcon Inn, Gravesend. Woodard, Ingram-et, Fenchurch-st.  
 Bakewell, Geo, Derby-rd, Nottingham, Grocer. Nov 24 at 12, at the Britannia-chambers, Pelham-st, Nottingham. Cranch.  
 Barlow, John Walker, Radcliffe, Lancaster, Engineer. Nov 21 at 3, at the offices of Grundy & Co, Union-st, Bury.  
 Barrett, Wm, Leeds, Stay Maker. Nov 22 at 3, at offices of Markland & Davy, Albion-st, Leeds.  
 Bennett, Thos, Nottingham, Tobacconist. Nov 18 at 12, at offices of D. W. Heath, St Peter's Church-walk, Nottingham.  
 Beveridge, John, Berwick-upon-Tweed, Chemist. Nov 17 at 3, at offices of Hoyle, Shipley. Hoyle, Mosley-et, Newcastle-upon-Tyne.  
 Bissell, Thos Fredk, & Geo Simeon Bissell, Birm, Coal Merchants. Nov 25 at 3, at offices of J. Rowlands, Ann-st, Birm.  
 Bliss, Stephen Hy, Gt Yarmouth, Brushmaker. Nov 21 at 12, at office of J. L. Cufande, King-st, Gt Yarmouth.  
 Bolsani, Wm, Upton-upon-Severn, Worcester, Draper. Nov 21 at 2, at offices of Williams & Co, Exchange, Bristol. Brittan, Bristol.  
 Brencley, Fredk Wm, Stratford, Essex, Boot Maker. Nov 23 at 11, at office of E. Chalk, Moorgate-st.  
 Bright, Joseph, Briton Ferry, Glamorgan, Comm Agent. Nov 21 at 3, at offices of M. Tennant, Aberavon.  
 Brook, John, Huddersfield, York, Agent. Nov 21 at 3, at offices of Leary & Leary, Buxton-rd, Huddersfield.  
 Broome, John, Hazeworth-crescent, Kensal New Town, Builder. Nov 30 at 3, at offices of P. C. F. Tatham, Gt Knightbridge-st, Doctors'-commons.  
 Brown, Edwd, Holywell-et, Strand, Dealer in Boots. Nov 24 at 2, at offices of A. J. Murray, Gt St Helen's.  
 Caffyn, John, Nutfield, Surrey, Wheelwright. Nov 15 at 12, at office of G. C. Morrison, Reigate.  
 Chapman, Wm, Hockham, Norfolk, out of business. Nov 19 at 12, at offices of Emerson & Sparrow, Rampant Horse-st, Norwich.  
 Cliff, Wm, Eastnor, Hereford, Storekeeper. Nov 21 at 3, at offices of Tree, Broad-st, Worcester.  
 Copeland, Sherwood Boswither, Holloway-rd, Draper. Nov 23 at 2, at offices of Weeks & Son, Newgate-st.  
 Coppock, Wm Hy, Manch, Provision Merchant. Nov 17 at 3, at offices of W. Mann, Mar-den-et, Manchester.  
 Couch, Wm, Plymouth, Devon, Builder. Nov 19 at 11, at offices of Elworthy, Curtis, & Dawe, Courtenay-st, Plymouth.  
 Craig, Jas, Rhyl, Flint, Bootmaker. Nov 23 at 12, at offices of R. E. Williams, Water-et, Rhyl.  
 Currie, John Fyock, Lpool, Shawl Manufacturer. Nov 18 at 12, at offices of Honey & Humphreys, King-st, Cheapside. Tyrer, Smith, & Kenion, Lpool.  
 Eady, Geo, Helstone, Northampton, Publican. Nov 23 at 12, at the Wentworth Hotel, Wentworth-st, Peterborough. Stapleton, Stamford.  
 Fice, Thos, Sidbury, Devon, Corn Factor. Nov 21 at 2, at offices of F. R. Jeffery, Ottery St Mary, Devon.  
 Forbes, Andrew, Lpool, Commercial Traveller. Nov 21 at 3, at offices of Thornley & Heaton, Hatton-garden, Lpool.  
 Glass, Hy Alex, Gray's-inn-square, Journalist. Dec 2 at 2, at offices of Willoughby & Cox, Clifford's-inn.  
 Gomme, Jesse, Alpha-pl, Canterbury-rd, Kilburn, Cowkeeper. Nov 23 at 2, at offices of S. Tilley, Finsbury-pl South.  
 Gomme, Wm Lawrence, & Chas Wynne, King-et East, Hammersmith, Brick Manufacturers. Nov 21 at 1, at the Guildhall Coffee House, Gresham-et. Treherne & Wolfstan, Ironmonger-lane, Chapside.  
 Gray, Hy, Clifton, Nottingham, Farmer. Nov 21 at 12, at office of G. Belk, High Pavement, Nottingham.  
 Greener, John Augustus, Charterhouse-sq, Artificial Florist. Dec 3 at 1, at offices of W. Easton, Clifford's-inn, Fleet-st.  
 Hall, Wm, & Chas Harratt, Leicester, Boot Manufacturers. Nov 21 at 3, at offices of Messrs Tarrant, Market-et, Leicester. C. & A. Stretton.  
 Hargreaves, Jas, Exmouth, Devon, Licensed Victualler. Nov 21 at 1, at offices of J. Laidman, Bedford-circus, Exeter.  
 Heselden, Wm, Halifax, York, Joiner. Nov 21 at 11, at offices of Norris & Foster, Crossley-et, Halifax.  
 Hindley, Jas, Strangeways, nr Manch, Comm Agent. Nov 16 at 3, at offices of Sale, Shipman, Seddon & Sale, Booth-st, Manch.

Hogarth, Geo, Barge-yd-chambers, Bucklersbury, Comm Agent. Nov 13 at 12, at offices of Marsden & Chubb, Friday-et, Cheapside.  
 Hompes, Joseph, Manch, General Dealer. Nov 23 at 3, at offices of Heath & Sons, Swan-st, Manch.  
 Horsfall, Thos Edwin, Leeds, Manufacturing Chemist. Nov 21 at 2, at offices of Bond & Barwick, Leeds.  
 Johnson, Hy, Willenhall, Stafford, Ale Retailer. Nov 17 at 12, at offices of G. Cresswell, Bilston-et, Wolverhampton.  
 Jones, Robert, Manch, Comm Agent. Nov 30 at 3, at offices of Sale, Shipman, Seddon & Sale, Booth-st, Manch.  
 Jordan, Rachel, Manch, Baker. Nov 17 at 3.30, at offices of Booth & Edgar, George-st, Manch.  
 Killroy, John, Bolton, Lancaster, Provision Dealer. Nov 21 at 3, at offices of C. W. Dawson, Exchange-et, East Bolton.  
 Longee, Noah Smith, & Abraham Grandage, Bradford, York. Comm Merchants. Nov 21 at 11, at warehouses of Longee, Grandage & Co, Leeds-rd, Bradford. Taylor, Jeffery & Little.  
 Marsden, Jonathan, Lough, Huddersfield, York, Beerhouse Keeper. Nov 23 at 11, at offices of E. Sykes, New-st, Huddersfield.  
 Marshall, Thos, Merchant-st, Bow-rd, Bow, Draper. Nov 16 at 3, at offices of W. E. Goaty, Bow-et, Covent-garden.  
 Melandri, Guisepe, Swansea, Glamorgan, Ship Chandler. Nov 18 at 11, at offices of Barnard, Thomas, Clark & Co, Cardiff. Field & Home, Swansea.  
 Moir, Jas, Lpool, Dealer in Toys. Nov 22 at 2, at offices of J. P. Harris, Union-et, Castle-st, Lpool.  
 Morgan, David, Trebanog, Llantrissant, Glamorgan, Licensed Victualler. Nov 18 at 1, at the New Inn Hotel, Pontypridd. R. Thomas, Pontypridd.  
 Newsome, Peter, Leeds, Provision Dealer. Nov 25 at 3, at offices of Hayes & Co, Britannia-bldgs, Oxford-pl, Leeds. Granger.  
 Nicholson, Ann, Hy Walker Nicholson, & Edward Nicholson, Chelmsford, Tailors. Nov 22 at 1, at the Saracen's Head Hotel, Chelmsford. J. N. Mason, Gresham-st.  
 Perry, Wm, A. non-st, Gray's-inn-rd, Timber Merchant. Nov 23 at 3, at offices of Lawrence, Pews & Co, Old Jewry-chambers.  
 Pickling, Richard, Lpool, Portmanteau Manufacturer. Nov 21 at 2, at offices of R. Jameson, Unity-bldgs, Lord-st, Lpool.  
 Piper, Wm Richard, Brighton, Sussex, Grocer. Nov 25 at 11, at offices of H. W. Holtham, Prince Albert-st, Brighton.  
 Quin, Chas, Wood-st, Cheapside, Lace Warehouseman. Nov 25 at 12, at the Chamber of Commerce, Cheapside. Keat & Stenning, Cannon-st.  
 Raab, Rescala, Manch, Comm Agent. Dec 12 at 3.30, at offices of Boote & Edgar, George-st, Manch.  
 Robinson, Chas John Tempest, Bradford, York, Music Dealer. Nov 31 at 11, at offices of T. Peel, Chapel-lane, Bradford.  
 Robinson, John, Sharston Mount, Northenden, Chester, Farmer. Nov 25 at 3, at offices of Wm Mann, Marsden-et, Manch.  
 Robson, Fredk, Middlesborough, York, Grocer. Nov 22 at 11, at the Black Lion Hotel, Stockton-on-Tees. Bainbridge, Middlesborough.  
 Schofield, John, Pemberton, Lancaster, Grocer. Nov 21 at 3, at offices of Wm S. Frazer, Church-gate, Market-pl, Wigan.  
 Smith, Jas, Boston, Lincoln, Draper. Nov 29 at 1, at offices of E. D. Wolford, Portsmouth-et, Lincoln's-inn-fields.  
 Sparling, Wm, Sheffield, Butter Dealer. Nov 16 at 12, at offices of J. & A. Edey, Change-alley, Sheffield. Webster.  
 Sturges, Thos, Keighley, York, Music Hall Proprietor. Nov 19 at 10, at offices of Jas Rhodes, Duke-st, Bradford.  
 Thompson, John, Mansfield, Nottingham, Mercer. Nov 14 at 12, at offices of S. Maples, Low-pavement, Nottingham.  
 Thomson, Margaret, Kelston, Flint. Nov 21 at 2, at offices of Wm Davies, Well-et, Holywell.  
 Thorpe, Benj, Shirley, Southampton, Gent. Nov 23 at 12, at offices of Wm A. Kilby, Portland-et, Southampton.  
 Wadsworth, John, & Jas Daniel Greenwood, Edenfield, nr Bury, Lancaster, Felt Manufacturer. Nov 22 at 3, at the Derby Hotel, Bury. Burton, Manch.  
 Walton, Jas Croysdale, Leeds, Tailor. Nov 22 at 1, at office of Jas Hider, Park-rd, Leeds.  
 West, Ellen, Market-rd, Twickenham. Nov 18 at 11, at office of W. Tatton, Lower Phillimore-pl, Kensington.  
 Williams, Rees, Crisp-ter, Blue Anchor-rd, Bermondsey, Draper. Nov 21 at 3, at offices of Thos Noton, Gt Swan-alley, Moorgate-st.  
 Williams, Thos, Downals, Glamorgan, Beerhouse Keeper. Nov 24 at 11, at the County Court Office, Victoria-st, Merthyr Tydfil. Rosser, Aberdare.  
 Williams, Walter, Neath, Glamorgan, Linen Draper. Nov 19 at 12, at the office of the Registrar of the Court, Church-pl, Neath. Morgan, Neath.  
 Willoughby, John, Barbora-st, Islington, Vinegar Maker. Nov 25 at 2, at offices of J. S. Salaman, St Swinith's-lane.  
 Wright, Alfred Augustus, Salisbury, Wilts, Ginger Beer Manufacturer. Nov 18 at 3, at offices of F. Hodding, Market-house, Salisbury.  
 Wright, Jas, Berkeley-et, Rotherhithe, Carman. Nov 24 at 3, at offices of Lawrence, Pews, & Co, Old Jewry-chambers.

GRESHAM LIFE ASSURANCE SOCIETY,  
37, OLD JEWRY, LONDON, E.C.

SOLICITORS are invited to introduce, on behalf of their clients, Proposals for Loans on Freehold or Leasehold Property, Diversions, Life Insurances, or other adequate securities.

Proposals may be made in the first instance according to the following form:—

## PROPOSAL FOR LOAN ON MORTGAGES.

Date.....

Introduced by (state name and address of solicitor)

Amount required £

Time and mode of repayment (i.e., whether for a term certain, or by annual or other payments)

Security (state shortly the particulars of security, and, if land or building, state the net annual income)

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connection with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.